

The Honorable \_\_\_\_\_

UNITED STATES DISTRICT COURT  
WESTERN DISTRICT OF WASHINGTON  
AT TACOMA

STATE OF WASHINGTON,

Plaintiff,

v.

THE GEO GROUP, INC.

Defendant.

(SUPERIOR COURT OF THE STATE OF  
WASHINGTON FOR PIERCE COUNTY,  
CAUSE NO. 17-2-11422-2)

Case No: \_\_\_\_\_

**DECLARATION OF JOAN K. MELL ON  
NOTICE OF REMOVAL**

I, JOAN K. MELL, make the following statement under oath subject to penalty of perjury pursuant to the laws of the United States and the State of Washington:

**1.1** I represent The GEO Group, Inc. in the above captioned case. I am over the age of eighteen and am competent to testify in these proceedings. My statement is based upon my personal knowledge and familiarity with the records and files in these proceedings.

**1.2** GEO has filed a Notice of Removal attaching true and correct copies of the following documents to its Notice of Removal:

**Exhibit 1:** Complaint.

**Exhibit 2:** My declaration excerpting the pertinent provisions from GEO's contract with Immigration and Custom's Enforcement ("ICE"), as set forth in detail below.

MELL DECLARATION ON REMOVAL NOTICE  
ECF CASE NO. \_\_\_\_\_

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- 1     **Exhibit 3:**     ICE’s 2011/16 Performance-Based Nation Detention Standards (PBNDs)  
2                     (Section 5.8 on the Voluntary Work Program).
- 3     **Exhibit 4:**     Excerpts from the ICE National Detainee Handbook on the Voluntary  
4                     Work Program.
- 5     **Exhibit 5:**     Northwest Detention Facility Handbook.
- 6     **Exhibit 6:**     ICE’s PBNDs 2011/16 (Section 1.2 on Environmental Health and Safety).
- 7     **Exhibit 7:**     Press Release from Washington Attorney General, *AG Ferguson sues*  
8                     *operator of the Northwest Detention Center for wage violations* (published  
9                     September 20, 2017).
- 10    **Exhibit 8:**     AG Bob Ferguson Campaign Materials and Office Publication:  
11                     9/20/2017 “Join Me For An Evening Reception In Tacoma  
12                     9/28/2017 “Check It Out Bob Ferguson T-Shirts.”  
13                     10/02/2017 “The Ferguson File September 2017.”
- 14    **1.3**             The ICE/GEO contract (number HSCEDM-15-D-00015) for the  
                      Northwest Detention Center (“NWDC”), in Tacoma contains the  
                      following language that is excerpted here in true and correct form:

15    At Page 5:

16                     “Detainee Volunteer Wages for the Detainee Work Program. Reimbursement for this line  
17                     item will be at the actual cost of \$1.00 per day per detainee. Contractor shall not exceed  
18                     the amount shown without prior approval by the Contracting Officer.”

19    At Page 44, Statement of Work:

20                     The following constraints comprise the statutory, regulatory, policy and operational  
21                     considerations that will impact the contractor. The contractor is expected to become  
22                     familiar with all constraints affecting the work to be performed. These constraints may  
23                     change over time; the contractor is expected to be knowledgeable of any changes to the  
                      constraints and perform in accordance with the most current version of the constraints.  
                      Constraints include, but are not limited to:

24                     \* \* \*

25                     j) The ICE/DHS Performance Base Detention Standards- A copy is obtainable on the ICE  
26                     Internet  
                      website

27                     \* \* \*

28                     q) Applicable federal, state and local labor laws and codes

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1 \* \* \*

2 In cases where other standards conflict with DHS/ICE policy or standards, DHS/ICE  
3 policy and standards prevail.

4 At Page 62, Statement of Work:

5 “Minimum Standards of Employee Conduct”

6  
7 3. The employee may not interact with any detainee except in a relationship that supports  
8 the approved goals of the facility. Specifically, employees shall not receive nor accept  
9 any personal (tangible or intangible) gift, favor, or service, from any detainee, any  
10 detainee's family, or associate no matter how trivial the gift, favor, or service may seem,  
11 for themselves or any members of their family. In addition, the employee shall not give  
12 any gift, favor, or service to detainees, detainee's family, or associates.

11 At Page 63, Statement of Work:

12 “Minimum Personnel Qualification Standards”

13 The Contractor shall agree that each person employed by the firm or any subcontractor(s)  
14 shall have a social security card issued and approved by the Social Security  
15 Administration and shall be a United States citizen or a person lawfully admitted into the  
16 United States for permanent residence, have resided in the U.S. for the last five years  
17 (unless abroad on official U.S. government duty), possess a high school diploma or  
18 equivalent (GED), and obtain a favorable Suitability for Employment determination.  
19 Each employee of the Contractor and of any subcontractor(s) must complete and sign a  
20 Form 1-9, "Employment Eligibility Verification," before commencing work. The  
21 Contractor shall retain the original Form 1-9 and shall furnish the COR with a copy of the  
22 Form 1-9 before the employee commences work. The Contractor shall be responsible for  
23 acts and omissions of its employees and of any subcontractor(s) and their employees.

21 At Page 82, Statement of Work:

22 IX. MANAGE A DETAINEE WORK PROGRAM

23 Detainee labor shall be used in accordance with the detainee work plan developed by the  
24 Contractor, and will adhere to the ICE PBNDS on Voluntary Work Program. The  
25 detainee work plan must be voluntary, and may include work or program assignments for  
26 industrial, maintenance, custodial, service, or other jobs. The detainee work program  
27 shall not conflict with any other requirements of the contract and must comply with all  
28 applicable laws and regulations.

Detainees shall not be used to perform the responsibilities or duties of an employee of the

1 Contractor. Detainees shall not be used to perform work in areas where sensitive  
2 documents are maintained (designated ICE workspace). Custodial/janitorial services to be  
3 performed in designated ICE work space will be the responsibility of the Contractor.

4 Appropriate safety/protective clothing and equipment shall be provided to detainee  
5 workers. Detainees shall not be assigned work that is considered hazardous or dangerous.  
6 This includes, but is not limited to, areas or assignments requiring great heights, extreme  
7 temperatures, use of toxic substances, and unusual physical demands.

8 The Contractor shall supply sufficient officers to monitor and control detainee work  
9 details. Unless  
10 approved by the COR, these work details must be within the security perimeter.

11 It will be the sole responsibility of ICE to determine whether a detainee will be allowed  
12 to perform on voluntary work details and at what classification level. All detainees shall  
13 be searched when they are returned from work details.

14 At Page 97, Statement of Work:

15 “The Contracting Officer (CO) is the only person authorized to approve changes in any of  
16 the  
17 requirements under this contract. Notwithstanding any clause contained elsewhere in this  
18 contract, the said authority remains solely with the Contracting Officer.”

19 **1.4** The above information is true and correct to the best of my ability.  
20  
21  
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23  
24  
25  
26  
27

1  
2 Dated: October 9, 2017  
3

**III BRANCHES LAW, PLLC**

4 By: 

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17 **ATTORNEYS FOR DEFENDANT THE**  
18 **GEO GROUP, INC.**

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**CERTIFICATE OF SERVICE**

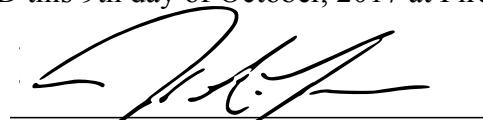
I, Joseph Fonseca, hereby certify as follows:

I am over the age of 18, a resident of Pierce County, and not a party to the above action. On October 9, 2017, I electronically filed the above Declaration of Joan K. Mell, with the Clerk of the Court using the LINX system and served via Email to the following:

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I certify under penalty of perjury under the laws of the State of Washington that the above information is true and correct.

DATED this 9th day of October, 2017 at Fircrest, Washington.

  
\_\_\_\_\_  
Joseph Fonseca, Paralegal